

Gary M. Hoffman (Pro Hac Vice)  
Kenneth W. Brothers (Pro Hac Vice)  
DICKSTEIN SHAPIRO MORIN  
& OSHINSKY, LLP  
2101 L Street, NW  
Washington, DC 20037-1526  
Phone (202) 785-9700  
Fax (202) 887-0689

Edward A. Meilman (Pro Hac Vice)  
DICKSTEIN SHAPIRO MORIN  
& OSHINSKY, LLP  
1177 Avenue of the Americas  
New York, New York 10036-2714  
Phone (212) 835-1400  
Fax (212) 997-9880

Jeffrey B. Demain, State Bar No. 126715  
Jonathan Weissglass, State Bar No. 185008  
ALTSHULER, BERZON, NUSSBAUM, RUBIN & DEMAINE  
177 Post Street, Suite 300  
San Francisco, California 94108  
Phone (415) 421-7151  
Fax (415) 362-8064

Attorneys for Ricoh Company, Ltd.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

RICOH COMPANY LTD.,	)	
	)	Case No.: C-03-4669-MJJ (EMC)
Plaintiff,	)	
	)	<b>RICOH'S REPLY TO AMENDED</b>
vs.	)	<b>ANSWER AND COUNTERCLAIMS OF</b>
	)	<b>DEFENDANT AEROFLEX</b>
AEROFLEX INCORPORATED, ET AL.	)	<b>INCORPORATED TO AMENDED</b>
	)	<b>COMPLAINT FOR PATENT</b>
Defendants	)	<b>INFRINGEMENT</b>

Plaintiff Ricoh Company, Ltd. ("Rico") for its Reply to the Answer and  
Counterclaims of Defendant Aeroflex Inc. To Amended Complaint For Patent Infringement  
(hereinafter "Answer and Counterclaim of Aeroflex"), alleges as follows:

1           1. Paragraphs 1-68 of the Answer and Counterclaim of Aeroflex do not require a  
2 response, nevertheless and to the extent necessary, Plaintiff Ricoh asserts all defenses and  
3 affirmation defenses available to it, including but not limited to failure to state a claim upon which  
4 relief can be granted and lack of subject matter jurisdiction.

5           2. Plaintiff Ricoh admits the allegations of paragraph 69 of the Answer and Counterclaim  
6 of Aeroflex.

7           3. Plaintiff Ricoh admits the allegations of paragraph 70 of the Answer and Counterclaim  
8 of Aeroflex.

9           4. With respect to paragraph 71 of the Answer and Counterclaim of Aeroflex, Ricoh  
10 admits there is a justicable controversy insofar as the counterclaims relate to claims 13-17 of the  
11 '432 Patent but denies there is a justicable controversy to the extent any of the counterclaims relate  
12 to any of the other claims of the '432 Patent and further states that the Court lacks jurisdiction with  
13 respect to such counterclaims.

14           5. Plaintiff Ricoh admits this Court has personal jurisdiction over Ricoh and otherwise  
15 denies the allegations of paragraph 72 of the Answer and Counterclaim of Aeroflex.

16           6. Plaintiff Ricoh admits venue is proper in this district and otherwise denies the  
17 allegations of paragraph 73 of the Answer and Counterclaim of Aeroflex.

18           7. Plaintiff Ricoh admits the allegations of paragraph 74 of the Answer and Counterclaim  
19 of Aeroflex insofar as they relate to claims 13-17 of the '432 Patent but denies there is a justicable  
20 controversy as to any of the other claims of the '432 Patent and the Court therefore lacks jurisdiction  
21 with respect to such other claims.

22           8. In response to paragraph 75 of the Answer and Counterclaim of Aeroflex, Plaintiff  
23 Ricoh incorporates its responses to paragraph 69-74 of the Answer and Counterclaim of Aeroflex as  
24 if fully set forth herein, denies the allegations in paragraphs 58-68 of the Answer and Counterclaim  
25 of Aeroflex; and notes there are no allegations requiring response in paragraph 1-57 of the Answer  
26 and Counterclaim of Aeroflex but nevertheless and to the extent necessary, admits or denies or  
27 denies information and belief sufficient to form a belief, as appropriate, as to any statements therein.  
28



1 that Aeroflex has infringed the '432 Patent;

2 that Aeroflex, its agents, employees, representatives, successors, and assigns and those  
3 acting, or purporting to act, in privity or in concert with Aeroflex, be preliminarily and permanently  
4 enjoined from further infringement of the '432 Patent;

5 that Aeroflex account for and pay to Ricoh all damages under 35 U.S.C. § 284, including  
6 enhanced damages, caused by the infringement of the '432 Patent, and attorneys' fees pursuant to  
7 35 U.S.C. § 285;

8 that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to it  
9 by reason of Aeroflex's infringement of the '432 Patent;

10 that Aeroflex's Counterclaim be dismissed with prejudice;

11 that costs be awarded to Ricoh; and  
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1 that Ricoh be granted such other and further relief as the Court may deem just and proper  
2 under the current circumstances.

3  
4 Dated: May 2, 2006

Respectfully submitted,  
Ricoh Company, Ltd.

5  
6 By: /s/ Kenneth Brothers

7 Jeffrey B. Demain, State Bar No. 126715  
8 Jonathan Weissglass, State Bar No. 185008  
9 ALTSHULER, BERZON, NUSSBAUM,  
10 RUBIN & DEMAINE  
11 177 Post Street, Suite 300  
12 San Francisco, California 94108  
13 Phone: (415) 421-7151  
14 Fax: (415) 362-8064

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16 Kenneth W. Brothers  
17 DICKSTEIN SHAPIRO MORIN &  
18 OSHINSKY LLP  
19 2101 L Street NW  
20 Washington, D.C. 20037-1526  
21 Telephone: (202) 785-9700  
22 Facsimile: (202) 887-0689

23 Edward A. Meilman  
24 DICKSTEIN SHAPIRO MORIN &  
25 OSHINSKY LLP  
26 1177 Avenue of the Americas  
27 New York, New York 10036  
28 Telephone: (212) 896-5471  
Facsimile: (212) 997-9880

Attorneys for Ricoh Company, Ltd.